MEMORANDUM OF AGREEMENT BETWEEN STATE OF CONNECTICUT JUDICIAL BRANCH

STATE OF CONNECTICUT JUDICIAL BRANCH COURT SUPPORT SERVICES DIVISION AND

CONNECTICUT STATE DEPARTMENT OF CHILDREN AND FAMILIES

July 1, 2011 – June 30, 2013

WHEREAS, the State of Connecticut Judicial Branch Court Support Services Division (CSSD) has determined that Multi-Dimensional Family Therapy services are necessary to intervene with court-involved juveniles served by the Superior Courts for Juvenile Matters and the Superior Courts for Criminal Matters; and

WHEREAS, the Connecticut State Department of Children and Families (DCF) currently contracts for Multi-Dimensional Family Therapy (MDFT) services throughout the State;

THEREFORE, CSSD agrees to transfer to DCF a total of \$515,560, for the following services to be provided during State Fiscal Year (SFY) 2012 and SFY 2013:

- \$465,560 to purchase 48 MDFT slots to serve 96 clients referred from CSSD contracted providers serving court-involved juveniles and youth; and
- \$50,000 to purchase MDFT training and consultation services contracted by DCF with another agency.

Transfer of Funds

Transfer of funds for the MDFT slots and MDFT QA shall occur through Interagency Transfer Invoices (TI) submitted by DCF to CSSD according to the following schedule:

SFY	DATE	AMOUNT
	Upon Execution of Agreement then quarterly (on or about Oct. 1 st , Jan. 1 st , April 1 st) Ouarterly (on or about July 1 st , Oct. 1 st , Jan. 1 st , April 1 st)	\$128,890 \$128.890

In addition, should a COLA be legislatively approved during the period of this agreement, and it applies to any activities under this agreement, CSSD will forward the amount of the COLA under a separate written transmittal.

If financial reports received by DCF from Contractors providing MDFT slots that are paid for by CSSD under this Agreement reflect unexpended funds, then DCF shall credit CSSD for such unexpended funds by reducing the amount of the March Transfer Invoice in each fiscal year to reflect such unexpended funds or shall forward such unexpended CSSD funds to the General Fund if the SFY is closed.

Program Requirements

CSSD will make referrals directly to DCF-funded MDFT teams for court-involved youth aged 11 to 18 years who fit the inclusionary / exclusionary criteria for MDFT. The court-involved youth will include 16 and 17 year olds who are discharged from the adult correctional facilities and youth involved in the Detention to Community research project. The MDFT length of stay averages 6 months.

Up to 96 juveniles and their families can receive this in-home service at any current DCF funded MDFT team in Connecticut.

MDFT staff serving juveniles referred by CSSD will receive the appropriate training and consultation services, per DCF's contract with the agency providing this service.

General

- 1. DCF will notify the CSSD Project Manager of any proposed changes to the contract language between DCF and the MDFT providers.
- **2.** CSSD will monitor the referrals, referral process, and utilization of the 96 treatment slots
- 3. DCF shall require and ensure that the MDFT providers agree that lack of health insurance for a child or youth referred to a MDFT provider will not be an exclusionary criterion to accepting children or youth.

Reporting Requirements

Program and Outcome Reports

The DCF Program Manager for MDFT will share all data and outcome reports done quarterly with appropriate CSSD staff. The data currently comes from the GAIN data system (Global Assessment for Individual Needs); Program and Services Data Collection and Reporting System (PSDCRS); and the MDFT Quality Assurance Report.

Monitoring Requirements

DCF will ensure that the involved MDFT providers will comply with all MDFT and contractual requirements, as outlined in their contracts with DCF.

CSSD and DCF will identify and develop solutions for any referral or treatment service issues that may arise with the referred CSSD juveniles and their families.

Confidentiality

All disclosures of Protected Health Information by DCF and DCF-funded providers must comply with relevant state and federal laws and regulations and with DCF policies. Notwithstanding any provision in this Agreement to the contrary, no personally identifiable Protected Health Information shall be transmitted to CSSD in electronic format.

Cancellation

This Agreement may be terminated by either party upon a 90-day written notice to the other party or upon any date mutually agreed to in writing by both parties.

This Agreement is effective upon execution until it is terminated as described in the previous paragraph, or June 30, 2013, whichever occurs first.

The terms and conditions of this Agreement constitute the entire Agreement between the parties hereto and supersede all previous agreements, promises, and representations whether written or oral on this topic.

This Agreement may not be amended unless by an instrument signed by a duly authorized representative of both parties.

This Agreement is subject to the availability of funding from the Connecticut General Assembly and in the event of withdrawal or reduction in funding, CSSD and DCF reserve the right to reduce or terminate this Agreement according to provision contained herein.

The persons affixing their signatures herewith enter into this Agreement:

STATE OF CONNECTICUT, JUDICIAL BRANCH LEGAL SERVICES APPROVED AS TO FORM:

MARTIN R. LIBBIN

DEPUTY DIRECTOR LEGAL SERVICES DATE

DEPARTMENT OF CHILDREN AND FAMILIES

JOETTE KĄTZ COMMISSIONER DATE

JUDICIAL BRANCH, COURT SUPPORT SERVICES DIVISION

WILLIAM H. CARBONE

EXECUTIVE DIRECTOR

DATE